

TENNESSEE OVERSIGHT
AGREEMENT

June 27, 2001

1.0 AGREEMENT

Between the United States Department of Energy
and the State of Tennessee

1.1 PREAMBLE

THIS AGREEMENT is voluntarily entered into between the United States Department of Energy (DOE) under the authority of 42 U.S.C. 7101 et seq., and the State of Tennessee (State) under the authority of TCA 68-212-201 et seq. This Agreement reflects an extension of the Agreement between the DOE and the State executed on May 13, 1991, and continues to reflect the obligations and agreements regarding DOE's technical and financial support.

1.1.1 Assurance of Protection

This Agreement is designed to assure the citizens of Tennessee that their health, safety and environment are being protected through existing programs and substantial new commitments by DOE. Through a program of independent monitoring and oversight, the State will advise and assist to assure that DOE's activities do not adversely impact the public health, safety and the environment. DOE and the State, in a spirit of partnership and cooperation, agree to find ways to achieve clean air, water and land in concert with sustainable economic growth.

1.1.2 Funding of State Participation

This Agreement is supported by three (3) separate grants which provide funding for the State's participation in: (1) a non-regulatory independent environmental monitoring and oversight program to supplement activities conducted under applicable environmental laws and regulations; (2) a regulatory based program to support the State's participation in the activities conducted under the Federal Facility Agreement (FFA) for

the Oak Ridge Reservation (ORR) effective January 1, 1992, pursuant to Sections 107 and 120 of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA); and, (3) emergency response activities to assist the State and local governments in preparing for potential off-site impacts from DOE activities conducted at the ORR

1.1.3 Designated Lead Agency for this Agreement

The State's designated lead agency for the purpose of this Agreement is the Tennessee Department of Environment and Conservation (TDEC).

1.1.3.1 Designated Lead for the Monitoring and Oversight Grant

Within the TDEC, the DOE Oversight Division is the designated lead for the non-regulatory independent oversight program covered under this Agreement. For non-regulatory activities, the DOE Oversight Division does not enforce regulatory requirements but may identify potential non-compliance issues.

1.1.3.2 Designated Lead for the FFA Grant

The DOE Oversight Division shall be the lead for the regulatory based program activities conducted under the FFA and for coordinating the regulatory activities within the TDEC and with various State agencies for CERCLA actions, including but not limited to: remedial actions, Natural Resource Damage Assessment, CERCLA interagency working groups, surveillance, land use planning, and long-term stewardship activities.

1.1.3.3 Designated Lead for the Emergency Management Grant

The Tennessee Emergency Management Agency (TEMA) shall be the lead agency for the emergency management activities, and shall assist the State and local governments in preparing for any potential off-site impacts from DOE activities conducted at the ORR.

1.1.4 Attachments to Agreement

The obligations and agreements between the parties are described in the seven Attachments to this Agreement, incorporated herein by reference as follows.

Attachment A: Monitoring and Oversight Scope

Attachment B: DOE Action Items

Attachment C: Tennessee Action Items

Attachment D: Grant Instrument Format

Attachment E: Specific Oversight Activities

Attachment F: Federal Facility Agreement Scope

Attachment G: Emergency Management Scope

1.2 OBJECTIVES

In order to achieve the objectives of the Agreement, the parties have agreed as follows:

1.2.1 Financial Support

DOE will provide resources to the State for items and activities set forth in this Agreement and its Attachments. DOE will provide technical support (to the extent it has such technical capability) per request by the State. Financial support will be provided pursuant to the grant instruments, in the format attached hereto as Attachment D, in accordance with DOE Financial Assistance Rules, 10

CFR Subchapter H, Part 600. All funds provided to Tennessee under this Agreement are federal funds to be administered exclusively by the State consistent with the provisions of the Grants involved. The State understands that the use of funds authorized by this Agreement for the non-regulatory grants are for services, personnel, and equipment that are directly related to AIP program activities. The State shall not use AIP program funds to support activities not related to the AIP program. To the extent that personnel, equipment, or services are used for both AIP and non-AIP activities, the State shall allocate its costs and charge to the AIP grant only that portion of the cost of the personnel equipment, or services that is used to support AIP program activities. These funds shall not, however, be used by the State for the conduct of such regulatory functions as issuance of permits, determination of non-compliance, and issuance of citations and/or orders. The DOE and the State will jointly assess the work scope to be performed and level of funding for this Agreement and specified grants on a fiscal year (FY), FY+1, and FY+2 basis. The annual funding level assessment will be based on the State's timely submittal of an annual proposed scope of work based, to the extent reasonably practical, on expenditures from the previous program year, and the DOE budget for that year.

1.2.2 DOE Action Items

DOE will pursue the initiatives described in Attachments A, B, E, F, and G. The general intent of these DOE action items is to (1) continue a comprehensive and integrated environmental monitoring and oversight program; (2) continue the environmental restoration program in accordance with the FFA; (3) to continue

interactions with State and local emergency management agencies; (4) support the State in ORR public health concerns; and (5) to continue to involve the State in current and future operations.

1.2.3 Tennessee Action Items

Tennessee will pursue the initiatives described in Attachments A, C, E, F, and G. The general intent of these action items is to continue its: (1) environmental monitoring, oversight and environmental restoration programs; (2) emergency management program; and (3) to provide a better understanding by the local governments and the public of the past and present operations at the ORR and impacts on human health and/or the environment by the ORR.

1.2.4 Tennessee/DOE Authority

This Agreement and Attachments hereto will in no way diminish or enlarge the authority of Tennessee to fully carry out its statutory and regulatory responsibilities under state and Federal law nor will it affect the DOE's ability or right to raise any defenses available under law in the case of any enforcement action brought by Tennessee, whether in an administrative or a judicial proceeding. Subject to applicable security, classification, and other confidentiality laws and regulations, nothing in this Agreement shall be construed to this Agreement in furtherance of their statutory duties, rights and obligations.

The Parties to this Agreement understand that the Agreement does not represent an extension or enlargement of any regulatory authority that Tennessee has under applicable laws.

1.2.5 Anti-Deficiency Act

DOE will take all necessary steps and use its best efforts to obtain timely funding to meet its commitments under this Agreement and to fund the grant instruments. However, no provision herein shall be interpreted to require the obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. 1341. In cases where payment or obligation of funds would constitute a violation of the Anti-Deficiency Act or in any case where appropriated funds are not available to fulfill DOE's obligations under this Agreement, the Parties shall attempt to agree upon appropriate adjustment to the dates that require the payment or obligation of such funds. Despite any term to the contrary in this Agreement or any attachment hereto, if adjustments to the dates that require the payment or obligations of funds cannot be agreed upon, Tennessee shall have the right to withdraw from this Agreement and immediately initiate any action it deems appropriate.

1.2.6 Evidence of Funding Efforts

DOE Oak Ridge Operations (DOE/ORO) shall provide to the state evidence of its efforts to fund this Agreement each year as early as Federal budget protocols allow.

1.2.7 Modification of Agreement

Should Federal, State or community issues arise related to conditions or activities related to the ORR that could significantly affect public health or the environment, DOE and Tennessee will commence discussions to modify this Agreement as appropriate.

1.2.8 Coordination with EPA and Local Governments

Wherever stated in this Agreement that Tennessee and DOE/ORO shall take an action, it is understood that said action shall be in coordination with the U.S. Environmental Protection Agency (EPA) and local governments to the degree practicable. The parties to this Agreement shall commit to maintaining a direct and open relationship with local governments. Affected local governments will have direct access to Tennessee and DOE officials on a regular basis as described in the “Statement Of Principles Outlining The Relationship Between The U.S. Department of Energy And Local Government”.

1.2.9 Primary Contacts

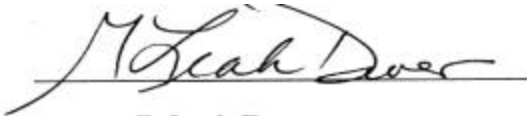
For the purposes of implementing this Agreement, the primary contact for the State is the TDEC DOE Oversight Division Director and the primary contact for DOE is the Assistant Manager for Environmental Management.

1.2.10 Termination

This Agreement shall continue in effect through June 30, 2006 and may be extended as mutually agreed by the parties. The parties agree to begin a joint review of this Agreement at least one year before its expiration to consider its extension and any mutually agreeable modifications. Upon written notice that Tennessee intends to withdraw from this Agreement, DOE's and the State's duties and responsibilities under this agreement shall terminate. This Agreement shall only be amended by the written mutual agreement of both parties; provided, however, consistent with the laws and regulations applicable to the grant, DOE's funding obligations under this Agreement

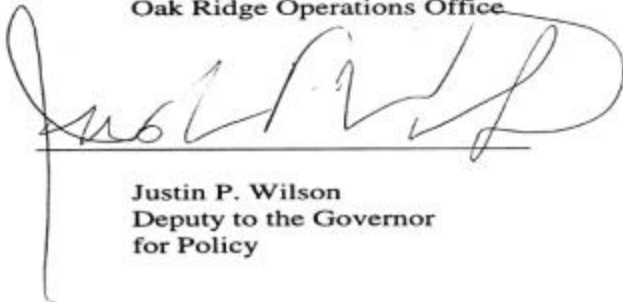
may be suspended or terminated by DOE, in whole or in part, if DOE determines, in accordance with applicable laws and regulations, that the State is not in compliance with the terms and conditions of the Grant Provisions (Attachment D) and provides the State ninety (90) days prior written notice specifying such noncompliance and the State's right to appeal.

NOW, THEREFORE, the undersigned representatives of each party hereby certifies that he/she is fully authorized and hereby enters into the terms and conditions of this Agreement.



G. Leah Dever
Manager
Oak Ridge Operations Office

Date: 6/26/01



Justin P. Wilson
Deputy to the Governor
for Policy

Date: 6/22/01

ATTACHMENT A: MONITORING AND OVERSIGHT SCOPE

A.1 MONITORING PROGRAM

The joint assessment of the ongoing environmental monitoring and surveillance programs shall continue to determine adequacy in providing information on the releases and impacts on public health and the environment from past and present Oak Ridge Reservation (ORR) actions. The program objective is to provide a comprehensive and integrated monitoring and surveillance program for all media (i.e., air, surface water, soil, sediments, groundwater, drinking water, food crops, fish and wildlife, and biological systems) and the emissions of any materials (hazardous, toxic, chemical, radiological) on the ORR and environs.

A.2 OVERSIGHT PROGRAM

The State shall continue independent oversight evaluation of DOE's environmental monitoring and surveillance programs including, but not limited to, review of the following activities or systems: monitoring protocol, system design, construction, operation and maintenance; sampling methodology, locations, frequency, procedures and parameters; quality assurance and quality control (QA/QC) methodology, plans and implementation; data collection, verification and management systems; chain-of-custody procedures and implementations; and reporting methods. The State may convene an independent panel to review monitoring system results and needed improvements at the ORR. The State will review the monitoring and surveillance programs and if necessary recommend changes for improvement.

The parties to this Attachment further understand that the oversight activities authorized by this part of the Attachment are intended to supplement activities conducted under applicable environmental laws and regulations, but not to support specific State regulatory, permitting, and legally-required environmental oversight activities, such as issuance of regulatory permits, the review of DOE regulatory submissions when such review serves primarily as the basis for State action under regulatory programs, required regulatory inspections, required monitoring, nor issuance of regulatory notices of violation and other citations. Instead, the Attachment is intended to support the non-regulatory activities of Tennessee in working with the DOE to evaluate the adequacy of DOE activities related to environmental monitoring and to support periodic State monitoring of discharges, emissions, or biological parameters as necessary to verify the effectiveness of the DOE programs. The Attachment recognizes the continued need for Tennessee to have access to DOE facilities and to exchange relevant technical information with the DOE to support the State's environmental monitoring efforts.

A.3 RESOURCES

DOE will provide resources to the State to support the State's independent evaluation of programs for monitoring air, groundwater, surface water, soils, and biological parameters at and in the vicinity of the DOE site(s). DOE will support periodic State sampling of all media and pathway indicators, monitoring of discharges, emissions and biological parameters as necessary to verify the effectiveness of DOE's monitoring and surveillance programs for releases and emissions of hazardous, toxic, and radiological materials, including discharges to the City of Oak Ridge's Publicly Owned Treatment Works (POTW) and public drinking water

supplies potentially affected by DOE Activities. As used in this section, “resources” refers to providing access to monitoring and sampling points; providing technical assistance, as available, in the installation, maintenance, and calibration of monitoring equipment; sample collection and surveying prior to release from site; making available excess monitoring equipment, and supporting the State in the use of accepted emissions' models to predict any areas of on-site or off-site impact.

A.4 FISH AND WILDLIFE MONITORING

TDEC in coordination with the Tennessee Wildlife Resources Agency (TWRA), the Tennessee Valley Authority (TVA), and DOE shall continue its current fish and wildlife monitoring activities.

A.5 DISCHARGE INVENTORY

DOE will maintain and continue to submit a comprehensive inventory of all discharges and emissions involving releases of radiological materials. If this material becomes a requirement of the Title V process then the schedule shall be the same as the Title V submittals. The annual NESHAP report shall suffice until the Title V is submitted. DOE shall provide the State any changes to these inventories and timely notification of proposed changes in operations that may result in new or additional discharges and emissions and DOE’s planned actions to monitor these materials.

A.6 ENVIRONMENTAL MONITORING AND SURVEILLANCE DATA

DOE shall insure that the state has access to all environmental and related monitoring data and reports and permit data and reports. A source for environmental and surveillance data will be the Oak Ridge Environmental Information System (OREIS) to which the State shall have continuous on-line computer access. Additionally, those data not available on OREIS will be provided, upon request, to the State. Requested compliance data will be provided in accordance with applicable regulation. Requested surveillance data will be made accessible to the State when the data is returned from the laboratory and completion of the appropriate level of review and quality assurance/quality control (QA/QC) validation, but no later than ninety (90) days following the end of the month it is collected. If the DOE is unable to release requested data within ninety (90) days, the DOE will promptly notify the State and explain the circumstances related to the timing of the release, and provide an estimated time frame for release of the requested data. The State will continue to access any collected data on-site.

As requested by the State, the DOE will clarify and provide written explanation to the State of the "need-to-know" security information requirements specified in DOE and other Federal security requirements governing classified and sensitive unclassified information (e.g., 10 C.F.R. Parts 1016 and 1017, Executive Order 12356, and DOE Order 5635.1A) that apply to access to certain types of information or areas at the [DOE site(s)]

In carrying out the provisions of this Agreement, the parties will comply with applicable security laws and regulations, Privacy Act and Freedom of Information Act requirements, and trade secret, patent and related confidentiality requirements. Information designated by the DOE as "classified" in accordance with applicable laws, regulations or executive orders or which otherwise is entitled to

confidentiality under applicable laws, regulations or orders shall not be released by the State unless authorized by the DOE pursuant to applicable laws, regulations or executive orders. Documents provided by either party under this Agreement shall be, unless otherwise agreed by the parties and consistent with applicable laws and regulations, agency documents representing the parties' considered position on the issues addressed therein. Where the DOE has determined, pursuant to applicable laws and regulations, that information or documents are entitled to confidentiality, the State will be provided access to view only, but not copies of, such information or documents until it provides the DOE with written assurance that the State will maintain the confidentiality of such information or documents, at which time copies will be provided to the State. Nothing in this Agreement shall affect the rights either party may have under the Freedom of Information Act or other applicable laws and regulations.

A.7 ENVIRONMENTAL MONITORING AND SURVEILLANCE PLAN AND REPORT

A.7.1 DOE Actions

A.7.1.1 ORR Environmental Monitoring Program

DOE will maintain a listing of all programs that produce environmental monitoring or surveillance data and the specific data being collected. Each program generating the data will input the data to OREIS. Data from Remedial Investigation, permit compliance, all groundwater sampling and the Environmental Monitoring Plan shall be in the database.

A.7.1.2 ORR Environmental Monitoring Plan

DOE shall maintain the ORR Environmental Monitoring Plan developed under the past agreement and reviewed by the State to monitor and analyze for hazardous, toxic, and radiological materials that may be present in or being released to the air, surface water, groundwater, soil and sediments, and biota on the ORR and environs. In addition to media sampling, the Plan provides for the sampling and analysis of pathway indicators (soil, crops, milk, wildlife, etc.) to detect and characterize off-site contamination and human exposure and to evaluate performance of on-site control measures. The plan shall allow TDEC the opportunity to take split samples. The Plan will be reviewed annually and changed to reflect changes in the releases and emissions from the ORR and findings from the previous years monitoring. The State shall be given opportunity for review and comment prior to any modification or revisions to the Plan.

A.7.2 State Actions

A.7.2.1 Monitoring Plan

The State shall continue to prepare an annual monitoring work plan and provide the plan to DOE for review and consultation and shall allow DOE the opportunity to take split samples. Monitoring and analysis

shall be governed by applicable state and Federal standards and practices.

A.7.2.2 Annual Reports

The State shall continue to prepare an annual summary report for public distribution on the results of its monitoring and analysis activities and its findings of the quality and effectiveness of the DOE environmental monitoring and surveillance programs.

ATTACHMENT B: DOE ACTION ITEMS

B.1 AUDITING OF THE ORR FACILITIES

As an element of DOE's environment, safety, and health compliance assessments, DOE will notify the State when DOE or a Contractor performs an audit of monitoring/surveillance activities for hazardous, toxic, and radiological materials releases and emissions. Contractor self-audit results in these areas to be provided to the State will not include permit (compliance) areas. Self reported permit non-compliances will be provided to the DOE Oversight Division when submitted to the State permit compliance Division as required by regulation. Accidental spills, releases, and emissions reported to EPA will also be reported to the State.

B.2 OPERATIONS NOTIFICATION

The DOE shall notify the State during the planning of disposition of shipments of radioactive material (RAM) into or out of the ORR. DOE will commit to continued interaction with the State on current and proposed future activities involving radiation at an appropriate level of detail for an effective radiological oversight program and corresponding steps being considered to prevent releases of radiation to the public and environment. DOE will continue to provide the State with applicable policies, procedures, and standards to demonstrate that an effective radiation protection program is being maintained at each of the Oak Ridge installations. DOE will submit changes to facilities, and radiological area maps.

B.3 WASTE MINIMIZATION AND SOURCE REDUCTION

DOE will continue to develop and maintain facility-wide and project specific waste minimization, source reduction and ALARA programs for all waste forms including radioactive wastes. DOE will provide the State an opportunity to review the annual programs and will provide the State updated plans.

B.4 MATERIAL MANAGEMENT

DOE will provide the State detailed information on the nature, quantities, and hazard associated with materials located on the ORR. DOE will provide the State access to its Waste Tracking Systems that track wastes from generation to disposal at the ORR and waste shipments onto or off-site for storage, treatment, or disposal. The State will be provided the hazard analysis as provided to TEMA under that work scope. If Waste Tracking System access is constrained, voice requests for reports should be made to the DOE Program Manager (for the Waste Tracking System). The requested report(s) will be provided to the State within two working days.

B.5 SPECIFIC OVERSIGHT ACTIVITIES

The State continues to stress the importance of cooperation and involvement with DOE in addressing the resolution of certain environmental activities. DOE will continue its regular program of DOE/State contacts. Related discussions will focus on documents, information, and/or activities listed in Attachment E. As project activities are refined, consolidated,

terminated or completed and as mutually agreed to, they will be removed from Attachment E.

New activities that cannot be assigned to existing programs will be added to Attachment E.

B.6 SECURITY CLEARANCES

DOE will continue to use its best efforts to expedite the review and approval of security clearance applications for the State and its contractors' employees, in numbers appropriate and necessary to carry out this Agreement.

B.7 OFFICE FOR THE STATE

DOE will continue to provide funding for the rental of office space near ORR for the State to carry out the provisions of this Agreement. These facilities will provide office space for daily use and for space to be used during emergencies and exercises. Funding will also include such items as phones, computers, fax machines, copiers, etc.

B.8 DOCUMENT AVAILABILITY

Consistent with applicable classification requirements, DOE will promptly make available (or provide access) to the State all DOE or contractor-produced documents or reviews that are within the scope of this Agreement.

B.9 ACCESS FOR STATE

State representatives with the necessary security clearance will be granted access to buildings or ORR restricted areas to perform functions set forth in this Agreement. Access will be granted, provided applicable safety and security requirements are not compromised. State

representatives will contact DOE/Contractor personnel before entering a restricted area. For visits to buildings housing Materials Access Areas (MAAs) or other special operations, appropriate arrangements will be required. Routine “need to know” restrictions and requirements for periodic security briefings will apply to state representatives. DOE-ORO will issue appropriate picture badges to state representatives with the necessary security clearance. While it is not expected that any classified information will be generated by activities under this grant, it is expected that from time to time, the State will have access to classified information at certain DOE sites. In the event that there is access to classified information, grantee agrees to properly safeguard the information, agrees not to disclose any classified information and agrees to conform to all security regulations and requirements of DOE.

B.10 NEED-TO-KNOW POLICY

DOE will provide the State with any updates to the written explanation of the current ‘need-to-know’ security information policy.

B.11 SITE ACCESS REQUIREMENTS

DOE will provide the following OSHA training and services in order to allow for continued site access for state and local personnel. Training and Services will include, but not be limited to, the following:

40-hour OSHA Training Course/Refreshers	Dosimeters for site access
Whole Body Count	Lung Count
24-hour Bioassay	Respirator fit and prescription lens inserts

General Employee Training	Facility Specific Training for HFIR, REDC, etc.
Handling Classified Documents	Defensive Driving on Non-Paved Surfaces
Fissile Material Awareness	Radiation Worker II
Fundamental of Nuclear Criticality Safety	Asbestos management and disposition

B.12 DOE ORDERS

DOE will continue to provide the State with access to all DOE orders, Standard Requirement Identification Documents (SRIDs), and Secretarial notices addressing environmental safety and health issues.

B.13 FUNDING PRIORITIZATION

DOE will, in good faith, take all necessary steps to obtain sufficient funding to implement those projects identified by the State as necessary to protect the health, safety and environment of the citizens of Tennessee. By February 15 of each year, DOE will provide the State with information or a briefing on the proposed DOE budget request, including appropriate supporting documents.

ATTACHMENT C: TENNESSEE ACTION ITEMS

C.1 COORDINATION AND PUBLIC AWARENESS

The designated State lead agencies shall submit an original and two copies of a written quarterly report that summarizes the results of its accomplishments relative to the objectives established for that program quarter. Quarterly performance reports shall be submitted within thirty (30) days after the end of the quarter. These agencies will provide quarterly reports directly to DOE of their activities in the areas listed below. The reports on forms or formats agreed upon by DOE and the State shall contain brief information on the following:

- (i) a project narrative in sufficient detail to describe the program objectives addressed in the scope of work for that period.
- (ii) a description of accomplishments, significant changes from the intentions, and significant issues for each program objective established for that quarter.
- (iii) a description of program area expenditures for each major program activity and a comparison of estimated expenditures to budgeted expenditures for the quarter. Discuss in detail significant variances.
- (iv) a projection of key events and milestones and open items from the existing quarter that will be completed during the next quarter.

A copy of the state quarterly performance reports should be submitted to Steven Frank, EM-11, 1000 Independence Ave., SW., Washington, DC 20585.

C.1.1 Coordinator for Oak Ridge Environmental Oversight

The Tennessee Department of Environment and Conservation (TDEC) is the lead agency on behalf of the State for environmental issues. The official point of contact with DOE for the purposes of this agreement is the Director of the TDEC DOE Oversight Division. The Director of the TDEC DOE Oversight Division shall coordinate activities of the Department and various State agencies with regard to environmental compliance, environmental restoration, waste management, health studies, and public awareness activities on the ORR.

C.1.2 Local Government and Community Involvement

The state will continue its efforts for better public understanding of issues involving the ORR. The State will continue its contract agreement with the Oak Ridge Reservation Local Oversight Committee.

C.1.3 Coordinator for Oak Ridge Reservation Public Health Issues

The Tennessee Department of Health (TDH) will work closely with the Department of Environment and Conservation and local stakeholders on public health issues. TDH will be an active participant in the Health Effects Subcommittee composed of representatives of various agencies and organizations in the Oak Ridge area. The subcommittee will function as a Federal Advisory Committee Act chartered committee. TDH will continue its statewide cancer registry and chronic disease surveillance program and pursue efforts to establish a statewide birth defects registry.

C.1.4 Coordinator for Oak Ridge Emergency Management

The Tennessee Emergency Management Agency (TEMA) is the lead agency on behalf of the State for emergency management. The official point of contact with DOE for the purposes of this agreement is the Director of TEMA. The Director of TEMA shall coordinate activities of TEMA and various State agencies with regard to emergency management.

C.2 RADIOLOGICAL OVERSIGHT

The State shall continue to conduct an oversight program that will complement, as well as provide verification of, DOE's monitoring. This program will monitor radiation at the ORR and environs, as necessary, to detect and characterize off-site contamination and human exposure and to evaluate performance of on-site control measures to prevent releases to the environment. All media (soil, air, and water, including surface, ground, and precipitation) will be addressed, with direct radiation as well as radioactive material/concentrations being evaluated.

C.2.1 Areas of Review

The State will continue its radiological oversight program, which will include:

- (1) Review and integration of the radiological monitoring data obtained in
Attachment: A;
- (2) The State's review of, and comment on, as appropriate, the following plant, laboratory, site or reservation procedures:

- a) The environmental monitoring and analysis program established for the ORR and environs;
- b) The radiation protection program for the control of releases and sources that can potentially contaminate the environment;
- c) Control and handling of radioactive wastes;
- d) Radiological health and safety of public;
- e) Removal of soil contamination;
- f) Shipments of radioactive materials to and from the ORR; and
- g) On-site emergency response plans for radiological incidents.

C.3 FEDERAL FACILITY AGREEMENT (FFA) SUPPORT

The FFA provides for an integrated environmental restoration of the ORR. The State and DOE will use their best efforts to carry out their obligations under the FFA in a timely manner. The DOE Oversight Division will utilize and integrate its oversight and monitoring programs to support environmental restoration activities to avoid duplicate cost in personnel and facilities (multimedia personnel).

C.4 OUT-OF-STATE TRAVEL

The state will use its best efforts to authorize out-of-state travel on 24-hour notice for State personnel included in the Agreement, except in the event the Governor and/or the Tennessee Commissioner of Finance and Administration have specifically restricted out-of-state travel on a statewide basis.

C.5 INTEGRATION OF ENVIRONMENTAL REGULATIONS

It is TDEC's goal to take a common-sense approach to its regulatory responsibilities, highlighted by less paper work and greater cooperation among government, business, environmental organizations and the public. Due to the number of environmental laws, regulations, DOE Orders, Agreements and Administrative Orders being administered on the ORR and the multimedia concerns involved, instances of regulatory overlap occur. This overlap often involves duplicative or conflicting requirements necessitating integration. The State will continue to identify areas where integration between TDEC requirements and/or other regulatory programs is needed and will coordinate appropriate actions necessary to resolve the issues.

ATTACHMENT D: GRANT INSTRUMENT FORMAT

D.1 STATEMENT OF GRANT OBJECTIVES

The objective of the grants are to continue funding for the State of Tennessee for additional technical and financial support for state activities in environmental oversight, monitoring, and restoration of the ORR and environs, public involvement, and emergency management initiatives.

Separate grants will provide funding for the State's participation in:

- (1) independent environmental monitoring, and oversight
- (2) the Federal Facility Agreement,
- (3) and emergency management activities

Multi-media personnel will be used to avoid duplicate cost.

D.2 TERMS AND CONDITIONS

The grants will be governed by the following terms and conditions:

D.2.1 Financial Assistance Rules

10 CFR 600 Financial Assistance Rules applicable to the Grants include the following:

Subpart A General

Subpart D Audits of States and Local Governments

Subpart E Uniform Administrative Requirements for Grants and Cooperative

Agreements to States and Local Governments

DOE General Terms and Conditions for Nonresearch Grants

DOE Special Terms and Conditions for Project Grants

D.2.2 Stevens Amendment

The Stevens Amendment to the DOD Appropriation Act, Section 623, P.L. 101-B6, which requires Government-wide application and compliance during fiscal year 1990, provides:

When issuing statements, press releases, requests, requests for proposal, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.

D.2.3 Liabilities and Losses

DOE, by issuing the grants, assumes no liability with respect to any damages or loss arising out of any activities undertaken with financial support of these awards. Neither does the State, by receipt of such financial awards, assume any liabilities for any damages or loss, which would not otherwise attach to any activities of the State.

D.2.4 Obligation of Funds

Pursuant to 10 CFR SS600.20, “Maximum DOE Obligations,” un-obligated balances may be carried forward to subsequent funding periods during the term of these Grants.

ATTACHMENT E: SPECIFIC OVERSIGHT ACTIVITIES

(Any implied schedules in this Attachment are for evidence of planning only.)

- E.1 Statement of Principles signed by Governor Sundquist and Secretary Richardson on September 10, 1999
- E.2 United States Department of Energy FY, FY+1, and FY+2 Work Breakdown Structures and Project Baseline Summaries for Oak Ridge Operations
- E.3 Environmental Management (EM) Reservation Prioritization Activities (Annually)
- E.4 Y-12 budget prioritization for environmental protection and public health activities not funded through EM
- E.5 ORNL budget prioritization for environmental protection and public health activities not funded through EM
- E.6 Assets Utilization's budget used to support contract activities relating to environmental and public health protection.
- E.7 Uranium and Engineering Services budget prioritization for environmental protection and public health activities
- E.8 Research, Development, Demonstration, Testing, and Evaluation of technologies through interaction and participation in the Environmental Management focus areas and the Oak Ridge Operations Site Technology Coordination Group
- E.9 Oak Ridge Reservation Waste Management NEPA activities
- E.10 Oak Ridge Reservation Mixed Waste proposed Hazardous Waste Identification Rule Activities including schedule for treatment, storage and/or disposal

- E.11 Environmental Restoration and Waste Management activities in the Oak Ridge area off the reservation.
- E.12 Natural Resource Trustee Council
- E.13 Facility Reuse and Community Re-use Organization for East Tennessee (CROET)
- E.14 Oak Ridge Reservation Land Use Planning and Long-Term Stewardship
- E.15 DOE's Statement of Principles Outlining the DOE/Local Government Relationship
- E.16 Oak Ridge Reservation Site Specific Advisory Board
- E.17 Office of Nuclear Materials and Spent Fuel
- E.18 DOE Materials in Inventory
- E.19 Spent Nuclear Fuel disposition
- E. 20 Uranium 233 management and disposition
- E.21 Highly Enriched Uranium (HEU) disposition
- E.22 Federal Facility Compliance Act
- E.23 Federal Facility Compliance Agreements
- E.24 Depleted Uranium disposition
- E.25 Greater than Class C sealed sources storage at ORNL
- E.26 UF6 Cylinder disposition
- E.27 Contract Reform impacts on Oversight
- E.28 Groundwater Well Plugging and Abandonment (P&A) Strategy
- E.29 Safe Dams and Impoundment Oversight
- E.30 Groundwater Basin(s) Determinations

- E.31 Materials Management, Reuse, and Recycling
- E.32 Non-CERCLA Decontamination and Decommissioning
- E.33 Reservation-Wide Reindustrialization Activities
- E.34 Y-12 Modernization
- E.35 ORNL Revitalization
- E.36 ATSDR Health Effects Subcommittee
- E.37 Potable Water Supply
- E.38 Spallation Neutron Source Construction and Operation

ATTACHMENT F: FEDERAL FACILITY AGREEMENT SCOPE

The State of Tennessee (State) represented by the Tennessee Department of Environment and Conservation (TDEC), the Environmental Protection Agency (EPA) and the Department of Energy (DOE) have executed a Federal Facility Agreement (FFA) for the Oak Ridge Reservation (ORR), effective date January 1, 1992, pursuant to Section 107 and 120 of the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA).

F.1 REMEDIAL ACTIONS

The State/TDEC shall participate in the planning, selection, and implementation of the CERCLA remedial actions including, but not limited to, review and comment on all applicable data collected under the FFA, as well as studies, reports, action plans, and applicable or relevant and appropriate requirements.

F.2 MULTIMEDIA PERSONNEL

Each of the Program areas within the DOE Oversight Division will play a supporting role to the activities of the Environmental Restoration Program/FFA. In many cases other Division programs will lend special technical area expertise to the review of CERCLA documents, required 5 year CERCLA reviews, post ROD and/or RA monitoring activities, Applicable or Relevant and Appropriate (ARAR) requirements reviews and the oversight of DOE CERCLA authority Removal Action projects, especially within the D&D program.

F.3 NATURAL RESOURCE DAMAGE ASSESSMENT

The Environmental Restoration Program, along with other supporting Division Programs as required, will be involved in the Natural Resources Damage Assessment (NRDA) Program for the Oak Ridge Reservation. The Division has historically and will continue to serve as the State of Tennessee's representatives to the NRDA Trustee Council for the Oak Ridge NPL site.

F.4 INTERAGENCY WORKING GROUP(S)

The Environmental Restoration Program, along with other supporting Division Programs as required, shall participate in working groups formed under DOE's IAGs with other agencies (TVA, COE, USFWS, etc.) for FFA related activities. An example of this requirement is provided below.

The Environmental Restoration Program of the Division also serves as the working members of the Watts Bar Interagency Working Group (WBIWG). The WBIWG was formed by agreement between the DOE, TVA, USCOE and the State of Tennessee to monitor, evaluate, and make recommendations relative to potential sediment disturbance activities within the Watts Bar Reservoir down stream of the DOE facilities at Oak Ridge. This program is to insure interagency input into future projects that have the potential of disturbing contaminated sediments that exist within the Reservoir as result of past Oak Ridge Reservation releases. The

need for this agreement is supported by the CERCLA Records of Decision for the Lower Watts Bar Reservoir and Clinch River/Poplar Creek.

F.5 FOOTPRINT REDUCTION

The Environmental Restoration Program, along with other Division Programs as necessary, shall participate in and perform Removal and Remedial Site Evaluation Surveys including all document production, review and approval. This activity shall include participation, as necessary, to support the DOE Oak Ridge Reservation CERCLA “Footprint” reduction program. This program is planned to progressively reduce the size of the ORR NPL site by delineating clean sites that can support CERCLA decisions of No Further Investigation (NFI).

F.6 SURVEILLANCE AND MAINTENANCE

The Environmental Restoration Program, along with other Division Programs as necessary, shall participate in and conduct independent evaluations of the DOE surveillance and maintenance program for facilities listed in the FFA Appendix C.

F.7 LAND USE/STEWARDSHIP

The Environmental Restoration Program, along with other Division Programs as necessary, will participate with the DOE, EPA and Oak Ridge Reservation Stakeholders in public informational activities, legacy contamination investigations and document reviews related to ORR future land use, land reuse activities and stewardship activities.

F.8 STAFF ACTIVITIES

All of these activities will require significant state involvement, both management and staff level. Examples of managerial activities will include FFA prioritization, milestone scheduling, modifications, budget reviews, finalization of decision documents and routine FFA administrative oversight. Staff activities will involve intensive reviews of CERCLA documentation, comment preparation and resolution, as well as field activities to audit remedial actions to insure compliance with Tennessee State law applicable or relevant and appropriate requirements. Field activities have the potential of significantly intensifying, dependent upon actual concurrent remedial actions.

F.9 REPORTS

Administrative functions will include the preparation and submittal, as required, of reports on financial and technical activities in accordance with established reporting requirements.

F.10 SPECIAL PROJECTS

The Environmental Restoration Program, and other Division staff as necessary, shall perform various special project activities as agreed upon by the DOE and this Division in order to accomplish the goals of the FFA for the Oak Ridge Reservation. These projects may include field investigations and/or administrative support.

ATTACHMENT G: EMERGENCY MANAGEMENT SCOPE

AGREEMENT BETWEEN THE UNITED STATES DEPARTMENT OF ENERGY AND THE STATE OF TENNESSEE FOR EMERGENCY MANAGEMENT COORDINATION

1. Purpose

The parties to this Agreement recognize that the provision of technical and financial support to the state of Tennessee (TN) by the Department of Energy (DOE) is intended to strengthen the coordination among the emergency management organizations within the Oak Ridge Reservation (ORR) and the counties and local governments (Anderson, Roane, Knox, and Loudon Counties and the City of Oak Ridge) in planning for and responding to incidents that may occur at the ORR, including onsite incidents that may have offsite impacts. To this end, the Agreement provides for a number of emergency management planning initiatives, including cooperative planning, conducting joint training exercises, and developing public information regarding emergency management activities. The Y-12 Plant, East Tennessee Technology Park formerly known as K-25 Site, and Oak Ridge National Laboratory (ORNL), in coordination with the DOE Oak Ridge Operations Office (ORO), and the Tennessee Emergency Management Agency (TEMA) shall consult whenever there are changes in site operations that may have an impact on the emergency management program of the State.

If emergency communication systems, equipment, or facilities will be used to support other State and local community programs that are not solely related to DOE activities, or if the planned resources will be supported by other entities, the DOE shall provide to the State only the DOE's allocated share of the lease or purchase and/or maintaining such resources.

2. DOE Commitment to Emergency Response

DOE is committed to ensuring that its facilities are safe and has established an emergency response program to ensure the safety of its workers and the communities that surround DOE facilities. Through a series of DOE orders, policy, and requirements, the Department has established the Emergency Management System (EMS). In addition, DOE Order 151.1A directs public affairs actions for emergency situations and the development of public information plans to ensure that such plans are an integral part of the emergency management effort. Collectively, these orders and policies establish the foundation of the Department's emergency management program with a goal of assuring that the DOE is ready to respond promptly, efficiently, and effectively to any emergency involving DOE facilities.

The Team Leader, Emergency Management Team is designated as the ORO point-of-contact and program coordinator for this agreement.

3. Coordination of Emergency Planning and Public Education

The TEMA shall manage the development of the State and local government offsite emergency management program for addressing incidents that may occur at the ORR sites. The program will include the review, revision, and maintenance of existing emergency management plans and procedures; conducting coordinated planning with local governments; assessing the need to develop an offsite communication system to support State and local government needs in accordance with the requirements established in the plans; and coordinating the emergency management planning conducted under this Agreement with other State and local emergency management planning to promote the development of integrated programs. The TEMA, in coordination with the DOE, and local governments shall develop and conduct a public education program to educate the public in the event of an onsite incident that may potentially impact offsite populations around the ORR. The public education program shall include assisting local governments in developing public education materials and programs related to local and State preparedness for emergencies at the ORR. Methods of reaching transient populations (e.g., boaters, campers, hunters) shall also be explored.

4. Multijurisdictional Planning

The TEMA shall approve and maintain as necessary, the multijurisdictional plan for the DOE Oak Ridge Reservation. The plan will include the organizations, authorities, and responsibilities for local governments' response from the City of Oak Ridge and from Anderson, Roane, Knox, and Loudon Counties, and the response authorities and responsibilities for the TN state government. The multi jurisdictional planning effort will include the development of local and State agency procedures necessary to comply with the basic plan. The planning effort shall include:

Participating in hazards assessment studies at the ORR sites to include reviewing and commenting on site developed hazard and consequence assessment documents and Emergency Planning Zone (EPZ) basis documents;

Assisting local governments in potentially impacted counties to develop Local Emergency Planning Committee programs and hazardous material (HazMat) response capabilities necessary to respond to an incident at an ORR site (such assistance may be in the form of technical support, equipment and/or funds).

Developing methodology for performing, documenting, and reporting needs analyses of planning, training/exercise, public information, communications and warning, and population protection measures for incidents at the ORR sites; and

Conduct of assessments of current state and local emergency response capabilities related to an incident at an ORR site; this may include activities necessary to:

- Determine the criteria to be used in assessing the emergency management program;

- Set guidelines for improving TN and local programs in order to achieve the emergency management criteria set by TN;
- Develop and maintain a database of TN and emergency response assets, their locations, availability, and capabilities;
- Identify the critical skills required to execute the emergency plans; and
- Identify shortfalls in emergency management capability and preparedness.

5. Emergency Preparedness Training

The TEMA, in coordination with the DOE, shall develop and provide an annual training plan and implementation procedures based on the State plan and conduct training to support local and state governments capability to respond to emergency situations arising from incidents that may occur at the ORR sites. Training activities shall include:

Conducting emergency drills and exercises and other training jointly with DOE for local governments and emergency response personnel who could be affected by an emergency at the ORR sites;

Providing hazardous material (radiological and non-radiological) training to potentially affected TN and local response organizations in conjunction with DOE;

Developing and maintaining the skills of personnel in TN and local agencies to execute ORR-related emergency plans effectively;

Hosting of emergency management training sessions and meetings at TN emergency management facilities to coordinate emergency management issues related to the site;

Conducting or attending training in detection equipment and personal protection equipment for responders to incidents at the ORR sites;

Participating in hazards/consequence assessment training specific to ORR site operations for already qualified personnel.

6. Communications

The TEMA shall maintain emergency communications capabilities for notifications, emergency management and information distribution relating to ORR emergencies. Communications activities shall include:

Support for DOE's operation of Emergency Management Information System (EMInS) and maintenance of the state and local networks.

Providing or upgrading telecommunication equipment (hardware and software) for interfacing with communications systems and data-sharing networks in order to support TN and local government needs in accordance with emergency management plans;

Maintaining communications capabilities for notifications, emergency management and command and control for state agencies and local governments; and

Testing emergency notification systems used to notify TEMA, other State agencies, and the public of incidents at ORR sites.

7. Facilities

The TEMA shall be responsible for assisting State agencies and local governments in the further development of state or local EOCs that would support an emergency at ORR sites in accordance with the State's multijurisdictional plan.

The TEMA shall assist the DOE in maintaining an appropriate facility for a Joint Information Center (JIC). If the chosen facility is state owned, TEMA will coordinate the use of the facility and, in conjunction with DOE, ensure it is configured to support operation as a JIC.

8. Emergency Staff

The TEMA shall maintain an emergency management staff to coordinate State and local response to emergencies at the ORR sites. The TEMA shall designate a knowledgeable emergency management official as the State's emergency point-of-contact for the agreement, and require that there be close coordination between that official and the DOE Team Leader, Emergency Management Team.

The TEMA may use grant funds for staff salaries to perform or assist in the emergency management activities specified in this agreement. TEMA may also use grant funds to support salaries of collateral duty personnel for exercise participation. The level of effort will be negotiated annually and will be based on the activities planned for that year. Work effort of staff funded under this agreement may be directed to other areas during actual emergency operations but will not be funded under this grant unless the emergency is directly related to DOE ORR activities.

TEMA activities under this agreement may include participation by qualified and appropriately security-cleared State employees or consultants in emergency management activities related to the ORR, including assisting local and State emergency management authorities in responding to actual incidents involving release of hazardous, mixed, or radioactive materials from the sites.

9. Drills and Exercises

The TEMA shall, in conjunction or consultation with the DOE, plan, coordinate and conduct drills and exercises in accordance with the multi jurisdictional plans or other regulatory requirements. TEMA, in conjunction with DOE, will develop and maintain a multi-year exercise schedule and coordinate the participation by other state agencies/officials, as necessary. TEMA will participate in an annual full participation exercise at one of the ORR facilities and drills with the other facilities each year.

10. Hazardous Material Response Equipment and Supplies

The TEMA shall evaluate the requirements for first responder's and field monitoring team hazardous material response equipment and supplies. The TEMA shall procure and provide this equipment and the specialized training necessary for its use. The TEMA also will provide radiation detection and decontamination equipment for each designated shelter identified in the multi-jurisdictional plans for ORR facilities. The TEMA shall maintain and/or calibrate radiological and non-radiological detection and protection equipment.

11. Reporting

Annual program plans and proposed budgets will be developed by TEMA and submitted to DOE by April 1st of each year for the state budget starting July 1st of the following year. Program plans should identify major activities and expected accomplishments for the year including training plans and a drill and exercise schedule. For any funds proposed to be provided to county and/or local governments, the program plans shall identify the objectives to be met through use of the funds.

The TEMA shall include a report of emergency management activity status and accomplishments as part of the Quarterly Performance Report; the report should include the State's comments, if any, on the effectiveness of the DOE emergency management program. The state quarterly performance reports shall separately detail TEMA's estimated expenditures for each major activity and a comparison of actual expenditures to budgeted expenditures for the quarter. The format of the TEMA section of the report will be pursuant to the format specified in Attachment C, Section C.1 of the basic agreement.

APPENDIX A

DOE COMMITMENTS

A.1 Hazard Assessment

DOE shall provide a detailed hazard assessment of all facilities in the ORR. These assessments shall include the maximum quantities of the hazardous materials stored onsite and the offsite area that would be affected

by the maximum credible event. The hazard assessment shall be updated annually. The following actions will be taken under this commitment:

- Annually provide the current SARA Title III, Section 312, inventory reports of hazardous chemicals for each Oak Ridge site.
- Provide a copy of unclassified, applicable Safety Authorization Basis (SAB) documentation (i.e., ASA, BIO, SAR, OSR, TSR) for each Oak Ridge facility, where the quantity of Hazardous Materials exceed criteria specified which causes SAB documentation to be prepared (i.e., DOE Order 5480.21, .22, .23).
- Make classified, applicable Safety Authorization Basis (SAB) documentation (i.e., ASA, BIO, SAR, OSR, TSR) for each Oak Ridge facility, where the quantity of Hazardous Materials exceed criteria specified which causes SAB documentation to be prepared (i.e., DOE Order 5480.21, .22, .23), available for review on site by appropriate cleared TEMA personnel with a need to know.
- Provide a copy of the unclassified, applicable Emergency Management (EM) documentation (i.e., Hazard Survey, Hazard Assessment, Emergency Action Levels) for each Oak Ridge facility, where the quantity of Hazardous Materials exceed criteria specified which causes EM documentation to be prepared (i.e., DOE Order 151.1 & Guide).
- Make classified, applicable Emergency Management (EM) documentation (i.e., Hazard Survey, Hazard Assessment, Emergency Action Levels) for each Oak Ridge facility, where the quantity of Hazardous Materials exceed criteria specified which causes EM documentation to be prepared (i.e., DOE Order 151.1 & Guide), available for review on site by appropriate cleared TEMA personnel with a need to know.
- Review the hazard assessments annually and provide any changes to or updates of the above on an annual basis.

A.2 Non-Regulatory Reporting of Hazardous or Radioactive Release

DOE agrees to expeditiously provide in accordance with the procedures contained in the multi-jurisdictional plans information necessary to the TEMA and the City of Oak Ridge associated with releases to the environment of hazardous substances, pollutants, contaminants, and radioactive materials from the ORR and other events that require the attention of state officials. DOE ORO contractors have the responsibility for all offsite notifications for all emergency, regulatory, and non-emergency occurrences. Notifications will be accomplished in accordance with the requirements found in DOE ORO 150, chapter 1, change 3 or its replacement. Notifications will be in the format described in the state multi jurisdictional plan.

A.3 Emergency Management Information System

DOE, in coordination with TEMA and local governments, shall continue development, implementation, and maintenance of the Emergency Management Information System (EMInS) - an automated, computerized emergency notification and emergency information management system. This system will provide for the relay of information pertaining to chemical or radioactive releases and the emergency notification from the DOE facility to the DOE Emergency Operations Center (EOC), the TEMA EOC, and the local governments. DOE's commitment will consist of the following:

- Providing overall project management, systems integration, configuration management, and acquisition/procurement activities for EMInS
- Providing dedicated funding and staff to support the EMInS
- Maintaining EMInS terminals and trained operators on a 24-hour basis in its Emergency Operations Centers and/or Shift Superintendent's offices.
- Providing integration support for emergency management information, mapping, and dispersion models.
- Providing initial and/or recurring training for dedicated EMInS personnel.

A.4 Communications and Warning Systems

DOE, in coordination with TEMA, the City of Oak Ridge, and Roane County, will continue to develop and maintain a comprehensive Emergency Warning System that is supported by applicable assessments and protective action guides in accordance with the multi jurisdictional plan. Each DOE ORR site will maintain a public warning siren system that is commensurate with the current hazards that may impact their respective two-mile Immediate Notification Zone (INZ) and will continue the monthly test sounding of the siren system. As hazard assessments are updated, coverage of the Emergency Warning System will be reevaluated. DOE will provide annual refresher training on the activation of their siren system to representatives of the respective offsite authorities that have the capability of activating the siren system. At a minimum, an annual sounding of the warning system will be conducted to acquaint people within each two-mile INZ with the alert tone.

DOE will continue to support installed ring down circuits and instruments from each DOE ORR facility and the EOC to TEMA, the City of Oak Ridge, and Roane County that are used for emergency notifications.

A.5 Public Information and Education

DOE, in conjunction with its contractors, will assist TEMA in developing an offsite public education program. DOE will take the lead in developing information in the local telephone directory (e.g., public warning systems, protective actions evacuation routes), information for businesses inside the INZ, public meetings, information for the public and private schools, and information sources for transient population.

In order to provide effective emergency public information, DOE will continue to provide and maintain the communications and other equipment required to support Joint Information Center (JIC) operations. DOE will also maintain the JIC plan and procedures.

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